

**CALIFORNIA ENERGY COMMISSION**

1516 NINTH STREET  
SACRAMENTO, CA 95814-5512  
(916) 654-4392  
(916) 654-4423 (fax)



April 3, 2003

TO: INTERESTED PARTIES

SUBJECT: REQUEST FOR PROPOSALS (RFP) #400-02-401  
SURVEY OF REGULATED APPLIANCES, ADDENDUM NO. 1 (AD-1)

**Notice is Hereby Given That The Above RFP Is Amended As Follows**

**Section II, Work Statement, is amended as follows:**

“Replace page 6 with the attached page 6, dated April 1, 2003.”

**Exhibit A, Evaluation Criteria is amended as follows:**

“Replace page A-1 with the attached page A-1, dated April 1, 2003.”

**Exhibit B is amended as follows:**

“Replace Exhibit B-1, B-2, and B-4 with the attached pages Exhibit B-1, B-2 and B-4, dated April 1, 2003.”

**Attachment 5, is amended as follows:**

“Replace Exhibit A, page 2 and 3; Exhibit B, page 5; and Exhibit E, page 23, dated April 1, 2003.

Attached are the most significant questions and answers presented at the Bidder's Conference and received in writing, and a list of conference attendees. Please remember that all Disabled Veteran Business Enterprise Participation Goals or Good Faith Efforts must be met. In order to comply with the Disabled Veteran Good Faith Efforts compliance, the deadline to place an ad is **April 21, 2003**.

All further questions regarding this RFP must be administrative only and directed to the Contract Officer. To ensure timely delivery, technical and cost proposals must be delivered in separately sealed packages to the Energy Commission with your company name on the outside and identified as RFP #400-02-401. **Proposals must be delivered no later than 5:00 PM, May 1, 2003, to the Energy Commission Mail Room.**

Except as herein amended, all other terms and conditions shall remain the same.

Sincerely,

Elizabeth Stone  
Contract Officer

Attachments

## II. Work Statement, Continued

### INVOICES

The Contractor shall prepare an invoice for all contract expenses performed. The official invoice is to be submitted to the Commission's Accounting Office. The Commission's Contract Manager will specify the invoice format. All Contractor invoices must identify charges by task.

### SUBCONTRACTORS

In the event subcontractors are part of the Contractor's proposal, the Contractor shall manage and coordinate subcontractor activities. The Contractor is responsible for the quality of all subcontractor work and the Commission will assign all work to the Contractor. When new subcontractors are hired or added, the Contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE) forms.

The Contractor will work directly with and report to the Commission's Contract Manager on contract status and subcontractor work assignments and progress. Contractor will coordinate subcontractor accessibility to the Commission's Contract Manager.

The Contractor shall require subcontractors to provide invoices that correctly identify expenses charged to each contract task. The Contractor shall also provide subcontractor invoices for invoice payments, showing funds authorized, invoices submitted, and status.

The Contractor shall require subcontractors to copy the Commission's Contract Manager with all final, approved work statement deliverables. All work statement deliverables from the contractor team must be submitted as drafts for review and comment to the Commission project manager. After staff review, the approved deliverable shall be copied to the Contract Manager.

### ANNUAL REPORT AND FINAL REPORT

One annual report and one final report (at the end of the contract) shall be prepared which include a description of the overall project, the work accomplished during the year (in the case of the annual report) or the entire contract (in the case of the final report), the effectiveness of the contract in meeting the objectives of the program, and future activities recommended to increase the effectiveness of the program.

Deleted: (per year)

At the conclusion of the contract, the Contractor shall provide a comprehensive final report, and a brief summary of the report, to the Commission Contract Manager. The report shall be prepared in language easily understood by the public or laypersons with a limited technical background. A draft of the final report must be reviewed and approved by the Commission Contract Manager prior to becoming final. The draft report must be received by the Contract Manager 45 days prior to the termination date indicated in the term of the contract. The Contractor shall provide 10 copies of the final report, a reproducible camera-ready master in black ink, and an electronic copy in a format to be determined by the Commission Contract

# EXHIBIT A

## EVALUATION CRITERIA WORKSHEET

FIRM \_\_\_\_\_ BY \_\_\_\_\_

Criterion	Weight Factor	Points (1-10)	Weighted Points
1. Organizational Suitability <ul style="list-style-type: none"> <li>a. Appropriate level of effort and staffing by task.</li> <li>b. Appropriate organization, administrative and support structure to implement the project.</li> </ul>	12		
2. Personnel Experience and Qualifications <ul style="list-style-type: none"> <li>a. Experience of survey team.</li> <li>b. Familiarity with appliance issues, including potential market niches.</li> <li>c. Familiarity with appliance industry.</li> </ul>	38		
3. Approach and Methodology <ul style="list-style-type: none"> <li>a. Approach to survey sampling and design.</li> <li>b. Methodology of survey.</li> </ul>	35		
4. Quality of the Proposal Submitted <ul style="list-style-type: none"> <li>a. Clarity.</li> <li>b. Comprehensiveness</li> <li>c. Overall Quality</li> </ul>	15		
TOTAL SCORE			
Minimum points required to pass	750		
Maximum points available	1000		

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**Exhibit B-2**  
**Schedule of Deliverables and Due Dates**

Insert Name of Company or Organization					
Task Number	Task Name	Deliverable(s)	Planned Start Date	Planned Completion Date	
1.A	Monthly Reports	Monthly Reports			
1.B	Annual Report	First Annual Report			
1.C	Final Report	Final Report			
2.A	Initial Plan	Initial Report			
3.A	Survey of Group A Appliances	Commercial refrigerators and freezers			
3.B	Survey of Group B Appliances	Refrigerating canned and bottled beverage vending machines			
3.C	Survey of Group C Appliances	Infrared gas space heaters (excluding patio heaters)			
3.D	Survey of Group D Appliances	Commercial clothes washers			
3.E	Survey of Group E Appliances	Food service equipment and patio heaters			
3.F	Survey of Group F Appliances	Ballasts designed for use with T5 or T8 fluorescent lamps			
3.G	Survey of Group G Appliances	Heat pump water heaters, hot water dispensers, and mini-tank electric water heaters			
3.H	Survey of Group H Appliances	Tub spout diverters			
3.I	Survey of Group I Appliances	Traffic signals, exit signs and luminaries			
3.J	Survey of Group J Appliances	Transformers			
3.K	Survey of Group K Appliances	Spot air conditioners, ground source heat pumps, ground water source heat pumps, gas air conditioners, and computer room air conditioners			
3.L	Survey of Group L Appliances	Non-packaged boilers			
3.M	Survey of Group M Appliances	Small gas furnaces designed for use with a three phase electrical supply			

**Exhibit B-4  
Labor By Task**

	Task 1				Task 2							
	1.A	1.B	1.C		2.A							
Names/Job Classification - Title	Monthly Reports	Annual Report	Final Report		Initial Plan							
<b>Totals</b>												

**Exhibit B-4  
Labor By Task**

	<b>Task 3</b>											
	<b>3.A</b>	<b>3.B</b>	<b>3.D</b>	<b>3.E</b>	<b>3.F</b>	<b>3.G</b>	<b>3.H</b>	<b>3.I</b>	<b>3.J</b>	<b>3.K</b>	<b>3.L</b>	<b>3.M</b>
Names/Job Classification - Title	Survey of Group A Appliances	Survey of Group B Appliances	Survey of Group D Appliances	Survey of Group E Appliances	Survey of Group F Appliances	Survey of Group G Appliances	Survey of Group H Appliances	Survey of Group I Appliances	Survey of Group J Appliances	Survey of Group K Appliances	Survey of Group L Appliances	Survey of Group M Appliances
<b>Totals</b>											0	0

# ATTACHMENT 5

## EXHIBIT A

### SCOPE OF WORK

#### PURPOSE

Contractor agrees to provide to the State Energy Resources Conservation and Development Commission (Commission) the services as described herein:

#### Task 1 REPORTS

##### A. Progress Reports

The Contractor shall provide monthly progress reports which summarize all contract activities conducted by the Contractor including contract expenditures to date. The progress report is due to the Commission Contract Manager within 15 days after the end of the month and each progress report shall coincide with the invoice period. The Commission Contract Manager will specify the report format and the number of copies to be submitted.

##### B. Final Reports

###### Summary

At the conclusion of the contract, the Contractor shall provide a comprehensive final *administrative* report, and a brief summary of the report, to the Commission Contract Manager. The Contractor shall prepare a summary that includes a statement of the problem, methods or techniques to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language easily understood by the public or laypersons with a limited technical background.

###### Abstract

The Contractor shall prepare a brief (200 words or less) factual abstract of the most significant information contained in the final report.

###### Final Technical Report

The contractor shall prepare a draft final report that includes Tasks 1 through Task 3. The final report shall consist of each separate report developed under Tasks 1 to 3. The final report shall be submitted in draft form to the Commission Contract Manager for review and approval. The final report shall include the technical paper and the full project reports. The contractor shall review recommendations for changes to the report with the Commission Contract Manager and incorporate the agreed-upon changes into the final version of the report. The Contractor shall meet with the Commission to present the findings, conclusions, and recommendations prior to the due date of the final technical report.

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After approval of the final report by the Commission Contract Manager, the contractor shall deliver, six bound paper copies, and one unbound paper copy of the report to the Commission Contract Manager. The unbound copy shall be single sided and camera ready, with graphics that are readable after photocopying. The contractor shall deliver an electronic copy (CD ROM) of full study text in Microsoft Word™ (version 97) or PDF file (Adobe version 4.0).

- 1) **Meeting** - Contractor shall meet with the Commission Contract Manager to present the findings, conclusions, and recommendations. Both the final meeting and the Final Report must occur on or before the ending term of this Agreement.

## ATTACHMENT 5

- 2) **Abstracts** - Contractor shall provide a brief (200 words or less) factual abstract of the most significant information contained in the report.
- 3) **Summary** - The summary shall include a statement of the problem, methods or techniques used to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background.
- 4) **Format**—Final reports and summaries shall be prepared in the following manner:
  - ☐ Camera-ready originals, in black ink, which include originals of oversize material, and ten copies.
  - ☐ Illustrations and graphs sized to 8 1/2 x 11 page.
  - ☐ Contractor's name shall only appear on the cover and title page as follows:

California Energy Commission  
Project Title  
Contract Number  
By (Contractor)

### Deliverables and Due Dates:

Monthly Progress Reports

15<sup>th</sup> of each month  
(following reporting period)

Annual Report

March 31, 2005

Draft Final

February 28, 2005

Final due

March 31, 2005

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### Task 2

Task 2 - Initial Plan

The Contractor shall develop an initial plan for the contract indicating the types of inquiries that will be made for each Appliance Group. The Contractor shall compile a list of appliance models of each of thirteen specified groups of appliances being sold or offered for sale in California, using the following methods for each group:

- At least five phone inquiries to manufacturers, wholesalers, and/or retailers;
- At least four site visits to locations in California where sales are made;
- A website search of manufacturers, wholesalers, and/or retailers.

Deliverable: Initial Plan  
Due Date: August 31, 2003

The Commission Contract Manager shall approve plan before beginning Task 3.

### Task 3 - Surveys

The Contractor shall conduct the surveys per the approved plan. The Contractor shall, for each appliance group, compile three lists of appliance models.

The first list shall contain those models that the contractor has found to be offered for sale in models California. The second list shall contain models listed in the Commission's Active Appliance Database, and identify which of the



# ATTACHMENT 5

## **EXHIBIT B** **Budget Detail and Payment Provision**

1. **INVOICING PROCEDURES:** Upon receipt and approval of an invoice, the State agrees to a monthly payment to the Contractor in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in duplicate.

California Energy Commission  
Accounting Office, MS -2  
1516 9<sup>th</sup> Street, First Floor  
Sacramento, California 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES:** This is a task based contract, therefore, no travel and per diem shall be paid.

**Deleted:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to nonrepresented state employees. Contractor may obtain current rates from the Commission Contract Officer. Travel expenses in excess of the state rates cannot be reimbursed.

4. **PAYMENT TERMS:**

- ☐ *Monthly Flat Rate*                      ☐ *Quarterly Flat Rate*                      ☐ *One -Time Payment*  
☐ *Itemized Monthly Invoice*  
☐ *Advance Payment Not to Exceed \$*  
☐ *Reimbursement/Revenue*  
☒ *Other (Explain) Task Reimbursement*

5. **CONDITIONS:**

- 1) Payment shall be made monthly of services rendered upon receipt and approval of an invoice.
- 2) Payment shall be made to Contractor for an undisputed invoice. An undisputed invoice is an invoice submitted by the Contractor for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- 3) Payment is due to Contractor 45 days from the date a properly submitted undisputed invoice is received by the State.

## ATTACHMENT 5

### EXHIBIT E

- 1) Use or attempt to use his or her official authority or position to interfere with or affect the result of an election or nomination for office;
  - 2) Cause or attempt to cause a state or local employee or officer to provide or contribute anything of value to any person or organization for political purposes; or
  - 3) Be a candidate for elective office except in a non-partisan election as defined in 5 U.S.C. Section §1503.
- A. Subsection (A) (3) of this section does not apply to :
- 1) The Governor or Lieutenant Governor of a state or person authorized by law to act as Governor;
  - 2) A duly elected head of an executive department of a state or municipality who is not classified under a state or municipal merit or civil-service system; or
  - 3) An individual holding elective office.

#### 13. SITE VISITS

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The California Energy Commission, the DOE, and/or their designees may make visits to the Contractor's project site, suppliers, subcontractors, and/or demonstration sites as frequently as necessary to:

- A. Review project accomplishments and management control systems, and

- B. Provide such technical assistance, as may be required.

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#### 14. REPORTS

##### "LEGAL NOTICE"

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**"This document was prepared as a result of work sponsored by the California Energy Commission through a federal grant agreement DE-FG51-96R020762, A021, with U.S. Department of Energy. It does not necessarily represent the views of the Federal Government, the Energy Commission, its employees, or the State of California. The Federal Government, the Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights."**

#### 15. NON-DISCRIMINATION CLAUSE

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If this (Award) Contract is funded in part through federal financial assistance, Contractor and its subcontractors shall comply with Title VI of the Civil Rights Act of 1964 (42 United States Codes Section 2000d, et seq.) and Title IX of the Education Amendments of 1972 (20 United States Code Section 1681, et seq.) and shall not unlawfully discriminate against any beneficiary under this Contract because of race, color, national origin, or sex. For purposes of complying

## **RFP #400-02-401**

### **Request for Proposals for Survey of Regulated Appliances**

#### **Questions and Answers Pre-Bid Conference – March 26, 2003**

**Q1. Is the maximum budget (\$75,000) for each of the tasks listed per appliance group studied or for the entire project?**

*A1. The maximum funding available for the entire project is \$75, 000.*

**Q2. How will the final delivered information be used to better enforce the Commission's Appliance Efficiency Regulations?**

*A2. Commission staff will follow-up situations where the contractor identifies data in the Commission's Active Database that appears to be inaccurate, or where sales of uncertified products are reported.*

**Q3. Is this a three-year contract?**

*A3. Although this contract spans three fiscal years, it does not include three years of work for the contractor. The Commission plans to approve the contract on June 25, 2003. The contract terminates on March 31, 2005.*

**Q4. Is the Commission looking for specific appliances identified in a previous contract?**

*A4. No. This contract is not connected with any previous contract.*

**Q5. Do we need to obtain cost data?**

*A5. No, you don't need to obtain cost data.*

**Q6. Do the site visits need to be scattered throughout the state in order to get a representative sample?**

*A6. No. The locations for site visits can be chosen to suit the contractor's convenience.*

**Q7. How many models need to be listed?**

*A7. The list of certified models needs to include every model in the Commission's Active Database. The website search needs to include all models listed on the websites of those manufacturers who are listed in the Commission's Active Database. The list of models being sold also needs to include all models found during each of the four site visits.*

**Q8. Will the Commission be flexible in modifying the dates of individual surveys, if this proves desirable to reduce travel costs?**

*A8. Yes, the Commission is flexible in modifying the dates of individual surveys .*

**Q9. What is required if the suppliers are located out of state?**

*A9. The Commission does not expect the contractor to make any site visits outside California. It may be necessary in a few instances to limit the survey to telephonic communication where there are no retailers or distributors within California.*

**Q10. What kind of information is the contractor expected to list?**

*A10. Manufacturer's name, brand name, model number, energy performance, and any other information that the contractor considers will be useful to the Commission.*

**Q11. Will the lists be comprehensive?**

*A11. The lists are unlikely to contain every model being sold in California.*

**Q12. What if we find a lot of unlisted models in a particular area?**

*A12. The Commission staff will follow up these reports. Any additional survey activities would be outside the scope of this contract.*

**Q13. Will we be visiting restaurants and supermarkets?**

*A13. No. Visits will be to places where sales are made, not to places where the appliances are installed.*

**Q14. Will Commission staff assistance be provided to the contractor to assist in accessing the Commission's Active Database and Appliance Efficiency Regulations?**

*A14. Yes, Commission staff assistance will be provided.*

**Q15. Does the contractor need to get prior approval of drafts of the deliverables for Tasks 3A through 3M?**

*A15. No. But staff would be pleased to review such drafts for the contractor if requested.*

# PRE-BID CONFERENCE

March 25, 2003, 1:30 p.m.

For

**RFP #400-02-401**

## SURVEY OF REGULATED APPLIANCES

VOLUNTARY SIGN-IN: You are not required to sign this sheet or provide any information as a condition for attending or participating in this meeting. However, if you want to receive notices of future meetings on today's topics, or be identified as a small or disabled veteran business enterprise, please provide the requested information in the spaces below

**\*\*Please use black or blue ink only\*\***

NAME AND COMPANY	ADDRESS, PHONE NUMBER	E-MAIL ADDRESS	SMALL	DISABLED VETERAN OWNED BUSINESS
Teresa Enog Richard Heath & Associates	310 Salem Street, Suite B Chico, CA 95928 (530) 898-1323	<a href="mailto:tenog@rhainc.com">tenog@rhainc.com</a>		
Taura O' Larisey Richard Heath & Associates	1225 Eighth Street, Suite 580 Sacramento, CA 95814 (916) 444-9829	<a href="mailto:taura@rhainc.com">taura@rhainc.com</a>		
Nancy Woods Robert Penny Enterprises	8181 Folsom Blvd. Suite 135 Sacramento, CA 95826 (916) 383-5085	<a href="mailto:Nancy-woods@mindspring.com">Nancy-woods@mindspring.com</a>	X	X
Donald Dohrmann ADM Associates, Inc.	3239 Ramos Circle Sacramento, CA (916) 363-8383	<a href="mailto:dohrmann@adm-energy.com">dohrmann@adm-energy.com</a>	X	
Samuel Pierce RLW Analytics	1055 Broadway Avenue Sonoma, CA 95476 (707) 939-8823 ex. 19	<a href="mailto:sam@rlw.com">sam@rlw.com</a>		
Indria Gillespie InTech Solutions	8976 Bertwin Way Elk Grove, CA 95758	<a href="mailto:indria@intech-sol.com">indria@intech-sol.com</a>	X	
Bodh R. Subherwal BR Laboratories, Inc.	P.O. Box 1249 Hungtington Beach, CA	<a href="mailto:Bsbrli@aol.com">Bsbrli@aol.com</a>		

# PRE-BID CONFERENCE

March 25, 2003, 1:30 p.m.

For

**RFP #400-02-401**

## SURVEY OF REGULATED APPLIANCES

NAME AND COMPANY	ADDRESS, PHONE NUMBER	E-MAIL ADDRESS	SMALL	DISABLED VETERAN OWNED BUSINESS